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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

ADRIAN MORRIS, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

FMR, LLC, a Delaware limited Liability
Company, FIDELITY BROKERAGE
SERVICES, LLC, a Delaware Limited
Liability Company (collectively
“FIDELITY”),

Defendants.

CLASS AND COLLECTIVE ACTIONS

Case No. 3:17-cv-06027-WHA

~~PROPOSED~~ JUDGMENT
(AS MODIFIED)

This matter came on for hearing on the motion for final approval of the Stipulation of Settlement (the “Stipulation”). Due and adequate notice having been given, and the Court having considered the Stipulation, all papers filed and proceedings had herein, and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Litigation, and good cause appearing,

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

2 1. The Court, for purposes of this Judgment, adopts all defined terms as set forth in
3 the Stipulation Re: Settlement of Class and Collective Actions (“Stipulation”) filed in this case.

4 2. The Court has jurisdiction over the subject matter of the Litigation and the Class
5 Representative, the Members of the California Settlement Class, the Members of the National
6 FLSA Settlement Collective, and Defendants.

7 3. The Court finds that the distribution of the California Notice and the National
8 Notice as provided for in the Order Granting Preliminary Approval and Settlement Hearing,
9 constituted the best notice practicable under the circumstances to all Persons within the definition
10 of the California Class and National FLSA Collective, and fully met the requirements of due
11 process under the United States Constitution and California law. Based on evidence and other
12 material submitted in conjunction with the Settlement Hearing, the actual notices were adequate.
13 The Court further finds that Fidelity Brokerage has satisfied the requirements of notice to
14 pertinent government agencies set forth in the federal Class Action Fairness Act of 2005. The
15 Court further finds that the notice procedures required for the National FLSA Collective are
16 adequate.

17 4. The Court finds that the instant Litigation presented a good faith dispute over the
18 payment of wages, and the Court finds in favor of settlement approval.

19 5. The Court approves the settlement of the above-captioned action, as set forth in the
20 Stipulation, each of the releases and other terms, as fair, just, reasonable, and adequate as to the
21 Settling Parties. The Settling Parties are directed to perform in accordance with the terms set
22 forth in the Stipulation and the Order re Final Approval (Dkt. No. 76)

23 6. Except as to any individual claim of those Persons (identified in Attachment A
24 hereto) who have validly and timely requested exclusion from the California Settlement Class, all
25 of the California Released Claims are dismissed with prejudice as to Class Representative Adrian
26 Morris, and the other Members of the California Settlement Class. The Settling Parties are to
27 bear their own costs, except as otherwise provided in the Stipulation.

28 7. All of the National Released Claims are dismissed with prejudice as to the Class

1 Representative and the other Members of the National FLSA Settlement Collective. The Settling
2 Parties are to bear their own costs, except as otherwise provided in the Stipulation.

3 8. By this Judgment, the Class Representative shall release, relinquish, and discharge,
4 and each of the California Settlement Class Members shall be deemed to have, and by operation
5 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
6 California Released Claims (including Unknown Claims).

7 9. By this Judgment, the Class Representative shall release, relinquish, and discharge,
8 and each of the National FLSA Settlement Collective Members shall be deemed to have, and by
9 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
10 discharged all National Released Claims (including Unknown Claims).

11 10. This Litigation is hereby dismissed with prejudice.

12 11. Neither the Stipulation nor the settlement contained therein, nor any act performed
13 or document executed pursuant to or in furtherance of the Stipulation or the settlement: (i) is or
14 may be deemed to be or may be used as an admission of, or evidence of, the validity of any
15 California Released Claim or National Released Claim, or of any wrongdoing or liability of
16 Defendants; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of,
17 any fault or omission of Defendants in any civil, criminal, or administrative proceeding in any
18 court, administrative agency, or other tribunal. Defendants may file the Stipulation and/or the
19 Judgment from this Litigation in any other action that may be brought against them in order to
20 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
21 good faith settlement, judgment bar, or reduction or any theory of claim preclusion or issue
22 preclusion or similar defense or counterclaim.

23 12. The only California Class Members entitled to payment pursuant to this Judgment
24 are California Settlement Class Members, and the only National FLSA Collective Members
25 entitled to payment are National FLSA Collective Settlement Members. Neither the Stipulation
26 nor this Judgment will result in the creation of any unpaid residue or residual.

27 13. The Court has awarded Class Counsel their reasonable attorney fees in this matter
28 in the total combined, gross amount of ~~\$300,000~~, allowable litigation costs and expenses in the
\$ 296,552

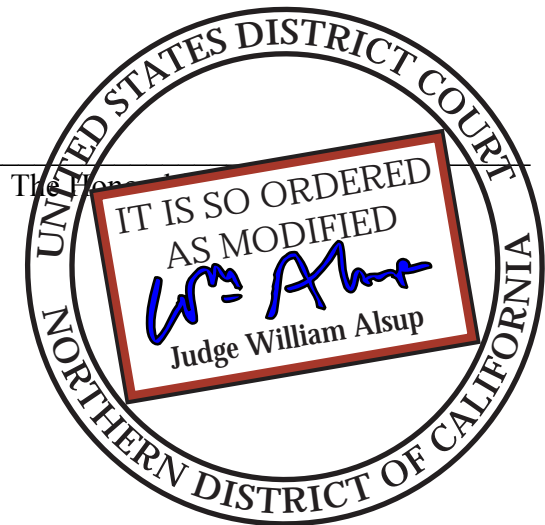
1 amount of \$13,290.79 and an enhancement award to plaintiff Adrian Morris in the amount of
2 ~~\$5,000~~ to reimburse her for her unique services, with each of these awards to be paid out of the
3 \$500 Qualified Settlement Fund. The Court finds that these amounts are fair and reasonable. The
4 Claim Administrator is directed to make such payments in accordance with the terms of the
5 Stipulation, and the Order re Final Approval (Dkt. No. 76)

6 14. The Court reserves exclusive and continuing jurisdiction over the Litigation, the
7 Class Representative, the California Settlement Class, the National FLSA Settlement Collective
8 and Defendants for the purposes of supervising the implementation, enforcement, construction,
9 administration and interpretation of the Stipulation and this Judgment.

10 15. This document shall constitute a judgment (and separate document constituting
11 said judgment) for purposes of Federal Rule of Civil Procedure 58.

12 IT IS SO ORDERED.

13 DATED: August 26, 2019.
14



ATTACHMENT A

1. Nicholas Sprague
2. Paulina Andrade Gallegos
3. Mengchiao Scarzella